AGREEMENT BETWEEN THE SOUTH-WESTERN CITY SCHOOL DISTRICT BOARD OF EDUCATION AND OMAR TARAZI FOR LEGAL SERVICES

This Services Agreement ("Agreement") is made and entered into and effective on this the 22nd day of July, 2024 ("Effective Date") by and between the South-Western City School District Board of Education ("SWCSD"), an Ohio Political Subdivision, with offices located at 3805 Marlane Drive, Grove City, Ohio 43123 and Omar Tarazi ("Service Provider"), with an office and principal place of business located at 5635 Sandbrook Lane, Hilliard, Ohio 43026.

Recitals

WHEREAS, pursuant to Board Policy 0174, SWCSD desires to engage Service Provider to perform legal services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Service Provider shall:

A. Perform the Services as set forth in Exhibit A.

B. Complete, sign and return the appropriate retirement system independent contractor acknowledgement form.

C. Give prompt notice to SWCSD should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

D. Remit to SWCSD after the termination of this Agreement, all files and documents pertaining to the Services that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. Provider shall be entitled to retain copies for Provider's files.

II. Obligations of SWCSD. SWCSD shall:

A. Assist Service Provider by placing at its disposal all available information pertinent to the Services.

B. Give prompt notice to the Service Provider should SWCSD observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on the 22nd day of July 2024 and shall terminate on the 31st day of December 2024. This Agreement may be renewed for additional one (1) year term, subject to earlier termination as provided below, upon written agreement of the parties.

This Agreement may be terminated, as follows: (i) at any time by mutual agreement of the parties hereto; (ii) at any time by Service Provider for undisputed fees greater than thirty (30) days overdue; (iii) at any time by SWCSD, provided that at least ten (10) days prior written notice of such termination is provided to Service Provider; (iv) with respect to the Agreement, immediately by SWCSD following a material breach by Service Provider of its obligations under this Agreement and the failure by Service Provider to remedy such breach within twenty-four (24) hours after receipt of notification by SWCSD of such breach; (v) at any time by Service Provider, provided that Service Provider provides at least thirty (30) days prior written notice of such termination. Within one (1) business day of the date of termination, a final invoice for services performed through the date of termination shall be provided by Service Provider. In the event this Agreement is terminated by SWCSD prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment. Service Provider shall be compensated as follows:

A. Routine Services, as defined in Exhibit A, shall be compensated at the flat rate of $9,000.00 per month.

B. Non-Routine Services, as defined in Exhibit A, shall be billed separately at a rate not to exceed $300 an hour. Any Non-Routine Services shall be pre-approved, in writing, with a not to exceed budget by the Board or Administration.

V. Expenses and Disbursements. In addition to charges for professional services as described above, Service Provider may charge SWCSD for expenses incurred on its behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; telecopy, telex, fax and long-distance telephone calls; messengers, couriers and postal services; expenses for computerized legal research and other automated services; and other business expenses as approved by the Board or Administration.

Notwithstanding the foregoing, it shall be the responsibility of Service Provider to pay for any and all publications, services, updates, seminars, conferences, etc. that he or his office may utilize or attend on SWCSD's behalf.

VI. Invoices. All invoices for legal services (including those for Routine Services and Non-Routine Services) shall include a detailed itemization of the work tasks performed during

that billing period, the person performing the work, the billing rates (where applicable) and the time spent on each task. The invoice shall be organized by related work categories and/or projects, as specified by the Board or Administration.

VII. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of SWCSD. Nothing in this Agreement shall be construed to create a relationship between Service Provider and SWCSD of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on SWCSD's payroll; and is required to provide his or her own supplies and equipment. In dealing with Service Provider as an independent contractor, SWCSD is interested only in the achievement of the results. Service Provider directs and controls how Service Provider performs its work and will determine for itself the skills and methods required to complete the services provided under this Agreement. The parties herein agree and understand that the conduct and control of the services will lie solely with Service Provider. The parties agree that the engagement of Service Provider is non-exclusive and that SWCSD may engage additional contractors to perform the same or similar services as those provided by Service Provider hereunder. Further, Service Provider is not required to commit a minimum number of hours to SWCSD under this Agreement, and Service Provider may perform work for other businesses, persons, or entities in a manner consistent with and subject to the terms of this Agreement.

VIII. Indemnification.

A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save SWCSD, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.

B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless SWCSD, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

IX. Insurance. The Service Provider shall secure and maintain, at his/her/its own expense, any necessary insurance, including professional insurance.

X. Employee Documentation

A. Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The Service Provider will upon demand provide SWCSD with appropriate documentation (Form W-9) for any Service Provider employee performing services for SWCSD.

B. The Service Provider agrees to indemnify SWCSD in accordance with Section VIII of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

XI. Taxes.

A. Service Provider has the following identification number for income tax purposes: _____.

B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.

XII. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

XIII. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

XIV. Discrimination.

A. No discrimination for reason of race, religion, sex, age or country of national origin shall be permitted or authorized by SWCSD and/or Service Provider in connection with the Services.

B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XV. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or

affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

XVI. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XVII. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT SWCSD HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.

FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT SWCSD HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 22nd day of July 2024.

SOUTH-WESTERN CITY SCHOOL DISTRICT

_____
Hugh Garside, Treasurer

OMAR TARAZI

_____
Omar Tarazi

EXHIBIT A

Routine Services.

a. Attending all regular and special SWCSD Board meetings at the request of the Board President.

b. Drafting legislation arising in the normal course of SWCSD operation upon request of the Board or Administration.

c. Drafting all other routine documents, legal memoranda, and legal opinions as requested by the Board or Administration.

d. Providing legal advice relating to matters of public law to SWCSD officials as necessary or upon request and attending meetings and/or conferences as requested by SWCSD officials.

e. Responding to the Board or Administration about legal matters.

f. Providing legal training for SWCSD Board and Administration.

Non-Routine Services.

All legal services not included above as Routine Services, shall be classified as "Non-Routine Services."

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